

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PARKS GROUND MAINTENANCE (NIGP 98836)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 08, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/jmk
Attach

Copy to: Clerk of the Board
Mollyann Garrett, Parks and Recreation
Sharon Tohtsoni, Materials Management

(Please remove Serial 98033 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PARKS GROUND MAINTENANCE (NIGP 98836)**

1.0 INTENT:

The purpose of this Invitation For Bids is to select a contractor to perform ground maintenance services as outlined in the technical specifications for the Parks and Recreation Department. This bid shall be awarded to the lowest priced responsive, responsible bidder.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Furnish all supervision, labor, material, equipment, tools, chemicals, and transportation required to maintain the landscape in an attractive and healthy condition throughout the year as specified herein. Mowing services shall be performed as called for in the technical requirements Tuesday through Friday excluding County holidays.

2.2 **PARK LOCATIONS:**

2.2.1 Estrella Mountain Park
14805 W. Vineyard Avenue
Goodyear, AZ 85338
(Acres of grass: 65)

2.2.2 Hopeville Park
290th Dr. & Pima St.
(Palo Verde Road south of I-10)
Buckeye, AZ
(Acres of grass: 10)

Maricopa County reserves the right to add/delete locations as deemed necessary.

2.3 Upright grasses such as Bluegrass and Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and one-half inches (1½") during the rainy season. Other grasses such as Bermuda shall be mowed to a height of one and one-half inches (1½"). **Mowing, trimming and edging shall be performed on an as needed basis.** Grass clippings from mowing shall NOT be caught and removed unless they are too unsightly for the particular location, or else are lying in swaths, which might damage the lawn.

2.4 Chemical means of edging and grass suppression around tables, bar-b-ques etc. is acceptable, with prior approval of the County.

2.5 If verti-cutting (renovating) is required, first apply nitrate N, three (3) weeks before actually doing the work. Removal of thatch by verti-cutting is done preferably in the summer, but otherwise in the spring. At this time, over seeding is needed. Over seeding must precede pre-emergent herbicides by at least four to six weeks. Normally, this means that lawns infested with weeds should be renovated and over seeded in the fall, and treated for weed control in the following late winter. Remnants from this service are to be removed by contractor.

2.6 Over seeding shall be performed by Parks department personnel. Any additional mowing required will be paid at the per acre price.

2.7 **WORK NOT INCLUDED:**

2.7.1 Repairs or replacement of losses/damages beyond Contractor's control, except with Maricopa County's approval and agreement to purchase.

2.7.2 Maintenance of open parking areas, driveways, walks, etc., except cleanup of landscape debris.

- 2.7.3 New planting or other special services, except with Maricopa County's approval and agreement to pay.
- 2.8 All non-routine project work will be done at the direction of the Parks and Recreation Department.
- 2.9 Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems; or spreading granite or fill dirt. This will require a Letter of Authorization (L.O.A.) from a Parks and Recreation Department representative allowing the Contractor to proceed with the non-routine project work at a pre-established labor rate as outlined in ATTACHMENT A, PRICING. Contractor shall not proceed with non-project work (except in emergency situations) without a L.O.A. A detailed itemization for any supplies, equipment, or parts used is required.
- 2.10 All work shall be performed during the early morning daylight hours, Tuesday through Friday, except emergencies or special work orders.
- 2.11 All costs for repeat work, or repairs due to failures of specific repairs, will be the responsibility of the Contractor.
- 2.12 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the Park. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris is not to be placed into County trash containers.
- 2.13 The Contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any landscape operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor. (See §2.10).
- 2.14 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, bushes, shrubs and/or any other permanent type fixture, resulting from negligent use of the premises to fulfill the contract terms and conditions.
- 2.15 The Contractor shall be required to provide training consultation and expertise to the County to ensure the efficiency of the quality assurance program.
- 2.16 EQUIPMENT AND SUPPLIES:

All equipment and supplies furnished by the Contractor are subject to prior approval by the County.

The Contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames. For example, this means that the Contractor shall not assign a crew of one or two for complete landscaping services at a large site that actually requires six to complete the tasks according to the schedule. Failure to fully complete a landscape service per the schedule shall cause contractor to lose a prorated weekly rate for that site (See §2.18).

The Contractor shall be required to maintain a landscape service fleet with a minimum inventory in each vehicle of the following listed equipment. The vehicle must have the specific equipment required to perform the current, in process work (i.e. mowing, tree trimming etc.).

- 2.16.1 Landscaping Tools:
Pruning saw
Pruning shears
Hedge trimming shears
Hula hoe (weeding hoe)

Lawn rake
Push Broom
Broad rake (wide aluminum rake)
Spade shovel
Sledge hammer (5 lb.) or stake driver
Pick
5 foot step ladder

2.16.2 Electric or Gas powered tools (See §2.20.3 for 2 or 4 cycle requirements):

Lawn mower
Weed eater
Blower/vacuum
Chain saw
Hedge trimmer, Grass edger

2.17 INSPECTIONS:

A Parks and Recreation Department Representative, a minimum of once per week, shall inspect each site. The Representative shall inspect the site to ensure contract requirements are being adhered to. An inspection report shall be filled out by Parks and Recreation Department, indicating the site has been inspected, and is found to be acceptable or unacceptable. If unacceptable, the Contractor shall be notified as to what deficiencies exist and be given two days to correct the work. Considerations shall be given to the Contractor for the time-line after Contractor has visited the site. This contract administration process will be an integral part of this contract, as an audit and feedback system and will be in addition to any other policies and procedures contained herein. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance.

No additional costs are anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. In the event the service performed is unsatisfactory, or is NOT in accordance with the specifications, the Contractor shall, upon notification by the County, cause the facility to be serviced, remedying all discrepancies within 48 hours (two days) after notification, without additional cost to the County

Maricopa County reserves the right to complete the work to its satisfaction and deduct the cost from monies due the Contractor if the work is not corrected within the allotted time frame.

The Contractor and a Parks and Recreation Department Representative, shall perform a quality compliance inspection every six (6) months during the normal daytime work shift. The Representative shall submit a summary of the findings in writing to the Contractor, with a copy to the Parks and Recreation Department contract file

2.18 METHOD OF PAYMENT:

Upon satisfactory inspection and acceptance by the Parks and Recreation Department Representative for the services, the Contractor to shall submit an invoice to:

Parks and Recreation Department
411 N. Central Avenue #470
Phoenix, AZ 85004

All invoices shall contain: the contract serial number; the purchase order number; Contractor's name, address, and phone number; month that services are being billed; and total dollar charges. Billing MUST be separated by a price sheet that coincides with the contract site location (section numbers), contract site costs per month; and facility total (i.e. §ATTACHMENT A, PRICING, Parks and Recreation Department; \$XX.XX per month, Total \$XX.XX).

Supplies used must be itemized in detail as to each individual cost (with applicable discounts). Applicable sales tax shall be applied to supplies only.

Non-Routine work shall be billed separately with required attached Letter of Authorization. Billing shall include the contract serial number; the address of the site; description of work performed; parts detail; and total dollar amount.

2.19 DISCREPANCIES:

Failure by the Contractor to provide routine landscape service as specified in the contract, or failure to follow contract specifications, may result in the County deducting the prorated share of the unfinished areas from any payments due, based on the Contractor's price quoted in the bid price sheets. This provision is used ONLY when the Contractor does not promptly correct work, or there are continuous documented discrepancies in the Contractor's performance.

2.19.1 Other specifications, noncompliance deductions (or as determined by the Contracts Administrator):

2.19.1.1 No Picture I.D. or uniform as required: \$10.00/per incident

2.19.1.2 Fleet vehicles not sufficiently stocked: \$15.00/per incident

2.19.1.3 Insufficient staff to perform site tasks: \$15.00/per incident

NOTE: Contractor shall not be subjected to deductions that exceed their monthly service rate.

2.20 CONTRACTOR QUALIFICATIONS:

2.20.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have ~~a~~ **the following** State of Arizona ~~Commercial Landscape License A-21 and~~ Structural Pest Control Commission Licenses: ~~Class E B3 Weed Control, and class F B5 Turf and Ornamental.~~ A copy of such must accompany bid package. **Contractor's licenses MUST be registered to the Contractor, and sub-contracting to another vendor is not allowed.**

2.20.2 CERTIFICATION of Contractor's employees who will be assigned the task of landscape chemical applications is a requirement and must be submitted prior to award and updated every six (6) months.

2.21 CONTRACTOR REQUIREMENTS:

2.21.1 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities ordinances and regulations. Fertilizers and chemicals shall be transported in containers, which will ensure proper protection to the job site.

2.21.2 All equipment used by Contractor to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

2.21.3 Per MAG 1997 PM-10 Plan and MAG 1998 Carbon Monoxide Plan, Measure 97 NR-7, which is aimed at reducing activities where feasible and appropriate by State agencies and local governments in the Non-attainment Area that may contribute to seasonal air quality problems. This would involve a shift in the timing of activities or postponement altogether, until after critical air pollution periods.

- 2.21.3.1 During the months of May through August, the County shall require Contractor(s) to use 4-cycle gasoline powered lawnmower equipment, --or-- to defer the use of 2-cycle lawnmowers until after 4:00 PM. During the winter carbon monoxide season, November through February, defer 2-cycle gasoline lawnmower equipment until after 2:00 PM.
- 2.21.3.2 Should smaller 4-cycle clean burning engines become available on hand held lawn equipment (weed eaters, vacuums/blowers, edgers, etc.), Contractor(s) shall be required to utilize such equipment in place of the current 2-cycle units.
- 2.21.3.3 Contractor(s) are encouraged to convert current gasoline powered landscape equipment to cleaner, efficient, less polluting, non-carburetored, equipment.

2.22 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee from County facility. At the County's option, we may require security screening of all employees performing work at the County sites. The Contractor must, however, furnish the County a current employee register on the issuance of this contract and updated every SIX (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address. ALL TRUSTEE EMPLOYEES SHALL WEAR PICTURE IDENTIFICATION BADGES ON UNIFORMS AT ALL TIMES. ALL EMPLOYEES MUST WEAR A COMPANY UNIFORM (SHIRT, VEST AND/OR HAT), IDENTIFIED WITH THE COMPANY NAME AT ALL TIMES.

2.23 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

Contractor shall furnish personnel who are trained and qualified to perform as to the specifications, and supervisors who will be responsible for the performance of their personnel. The County shall, at its option, monitor the Contractor's employee performance on a random and unannounced basis, to verify the proficiency of the staff by:

- 2.23.1 Observation
- 2.23.2 Audit of performance
- 2.23.3 Asking questions

2.24 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty-(30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor with adequate storage space in the equipment yard to store project equipment. The contractor will be responsible for any damage to, or theft of, any stored equipment.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 **INDEMNIFICATION.**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.2 **Abrogation of Arizona Revised Statutes Section 34-226.**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond in the amount of \$25,000.00 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

MOLLYANN GARRETT, Park Supervisor, 623-932-3811

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JUNE 23, 2004, 9:00 A.M. AT THE ESTRELLA MOUNTAIN REGIONAL PARK HEADQUARTERS, 14805 W. VINEYARD AVE, GOODYEAR, AZ 85338. TO REACH THE PARK TAKE I-10 WEST TO ESTRELLA PARKWAY (EXIT 126) THEN GO SOUTH ACROSS THE GILA RIVER TO THE PARK ENTRANCE.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 REQUIRED SUBMITTALS:

3.10.1 Documented proof of compliance with OSHA mandated employee training; a demonstrated written history of compliance with all aspects of OSHA's Hazard Communication Standard.

3.10.2 Plan of Quality Assurance. This should include the philosophy and methodology used to ensure quality service is performed.

3.10.3 List of all supplies and equipment to be used pursuant to this contract.

3.10.4 Records of employee training in the use of all landscape equipment. This shall also be updated on the contract anniversary date.

3.10.5 List of ornamental landscape training the Contractor's employees have received. This shall be updated on the contract anniversary date.

3.10.6 Hazardous Chemical Plan for leakage, spillage etc., to include, pesticides, herbicides, gasoline and solvents.

3.10.7 Copies of all licenses and employee certifications Per Sec 2.20.

3.11 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.11.1 Compliance with specifications

3.11.2 Price

3.11.3 Determination of responsibility

3.11.4 Required Submittals

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original and one (1) copy "hard copy" (labeled) and one (1) electronic copy of pricing in Excel format on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

WESTSCAPE ENVIRONMENTAL INC, PO BOX 358, GLENDALE, AZ 85311-0358

**PRICING SHEET B0606053 / S007802
NIGP CODES 98836**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PRICING:

	SERVICE	PRICE
1.1	Lawn Mowing, Edging and Trimming (Per Sec. 2.2 and 2.3)	\$16.00 /per acre
1.2	Verti-cutting (Per Sec. 2.4)	\$65.00 /per acre
1.3	Hourly rate for all non-routine work (Per Sec. 2.8)	
1.3.1	Foreman Rate	\$25.00 / per hour
1.3.2	Technician (Irrigation, Spraying, etc.) Rate	\$35.00 / per hour
1.3.3	Laborer Rate	\$18.00 / per hour
1.4	Parts, Supplies, Nursery stock	Cost Plus 10 %

WESTSCAPE ENVIRONMENTAL INC, PO BOX 358, GLENDALE, AZ 85311-0358

Terms:	1% 10 DAYS, NET 30
Federal Tax ID Number:	86-1028538
Vendor Number:	861028538 A
Telephone Number:	623-931-4902
Fax Number:	623-435-1848
Contact Person:	TOM FLESSOR
E-mail Address:	westscape@mindspring.com
Company Web Site:	www.westscape.com
Insurance Certificate	Required
Performance Bond:	\$25,000.00 Required
Contract Period:	To cover the period ending SEPTEMBER 30, 2009